

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

In re:

**USG CORPORATION,
a Delaware corporation, et al.,**

Debtors.

Chapter 11

**Jointly Administered
Case No. 01-2094 (JKF)**

USG CORPORATION, et al.,

Movant

**Civil Action No. 04-1559 (JFC)
Civil Action No. 04-1560 (JFC)**

**OFFICIAL COMMITTEE OF
ASBESTOS PERSONAL INJURY
CLAIMANTS, et al.,**

Respondents.

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**STIPULATED AGREEMENT AND PROTECTIVE ORDER REGARDING
CONFIDENTIALITY OF CERTAIN CLAIMANT INFORMATION**

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Counsel for Debtors

This Agreement is entered into this ____ day of October, 2005, by, between and among USG CORPORATION, a Delaware Corporation, USG INTERIORS, INC., a Delaware Corporation, USG INTERIORS INTERNATIONAL, INC., an Ohio Corporation, L&W SUPPLY CORPORATION, a Delaware Corporation, BEADEX MANUFACTURING, LLC, a Delaware Corporation, B-R PIPELINE COMPANY, a Delaware Corporation, LA MIRADA PRODUCTS CO., INC., an Ohio Corporation, USG INDUSTRIES, INC., a Delaware Corporation, USG PIPELINE COMPANY, a Delaware Corporation, and STOCKING SPECIALISTS, INC., a Delaware Corporation (collectively “Debtors”), the Official Committee of Unsecured Creditors (the “Unsecured Committee”) and the Statutory Committee of Equity Security Holders (the “Equity Committee”), Dean Trafellet as the Court-appointed representative of future asbestos claimants (the “Futures Representative”) in the Debtors’ Chapter 11 cases, the Official Committee of Asbestos Personal Injury Claimants (the “ACC”), and the Official Committee of Asbestos Property Damage Claimants (the “PD Committee”) (all collectively the “Parties”), Cooley Godward LLP (Debtors’ counsel), Kaye Scholer LLP (the Futures Representative’s counsel), Caplin & Drysdale, Chartered (the ACC’s counsel), Bilzin Sumberg Baena Price & Axelrod LLP (the PD Committee’s counsel), Weil, Gotshal & Manges LLP (the Equity Committee’s counsel), and Stroock & Stroock & Lavan LLP (the Unsecured Committee’s counsel).

WHEREAS, the Court has approved a discovery questionnaire to be served upon a sample of Debtors’ asbestos personal injury claimants (the “Sample Claimants”) that will require the Sample Claimants to disclose their own, and potentially other persons’, social security numbers and certain other personal information, and to make that information available

to all the above-referenced parties to review in connection with the estimation of Debtors' asbestos personal injury liabilities (the "Estimation"); and

WHEREAS, the Parties desire to establish confidentiality arrangements in connection with the Sample Claimant discovery; and

WHEREAS, the Parties wish to expedite the production of such information and to implement procedures to assure protection of confidential material included in the Sample Claimant discovery, and to facilitate the prompt resolution over disputes concerning confidentiality;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Parties agree as follows:

1. Definitions as used in this Agreement.

(a) "Person" means any natural person or legal entity of any kind or nature and includes the person and the person's parents, subsidiaries, affiliates, heirs, owners, shareholders, partners, directors, officers, employees, representatives, agents, successors and assigns.

(b) "Document" or "Documents" means all written, recorded, electronic, digitized, computerized or graphic material, produced in connection with the Sample Claimant discovery.

(c) "Protected Information" means: (1) any social security numbers collected in the Sample Claimant discovery, (2) any documents pertaining to the Sample Claimants that any party receives from the United States Social Security Administration (the "SSA Documents"), (3) any information contained in the SSA Documents when disclosed in conjunction with a Sample Claimant's name, address, or social security number, and (4) any medical records or medical information collected in the Sample Claimant discovery when disclosed in conjunction with a Sample Claimant's name, address, or social security number.

2. Non-Disclosure of the Protected Information.

The Parties agree that the Protected Information contained in the Sample Claimant discovery, may not be disclosed to any Person or used in any manner except as provided herein.

3. Permissible Use and Disclosures.

(a) The Protected Information may be used and disclosed only in connection with the Estimation.

(b) The Protected Information may be disclosed only to:

(i) the partners, associates, secretaries, legal assistants, and any person in the regular employ of counsel for any Party (including, without limitation, counsel to the Futures Representative, the ACC, the Debtors, the Equity Committee, the PD Committee, and the Unsecured Committee) and to the attorneys acting on behalf of the members of the Parties in their capacity as official representatives of such members, to the extent reasonably necessary to render professional services in connection with the Estimation; and

(ii) court officials involved in the Estimation (including court reporters and persons operating video equipment at depositions);

(iii) any person designated by the Court in the interest of justice upon such terms as the Court may deem proper;

(iv) witnesses at deposition or trial, or in the preparation of witnesses, and their counsel in connection with the Estimation;

(v) outside consultants or experts, and their employees and support personnel, engaged by any Party or its counsel for the purpose of assisting in the Estimation;

(vi) third-party contractors engaged in one or more aspects of copying, organizing, filing, coding, converting, storing, or retrieving data or designing programs for

handling data connected with the Estimation, including the performance of such duties in relation to a computerized litigation support system;

(vii) any other person agreed to in writing by Parties.

(c) However, before disclosure of any Protected Information is made to any natural person or entity described in subparagraphs 3(b)(iv)–(vii) such person -- or in the case of an entity, a duly authorized representative of such entity who shall be personally responsible for the entity's compliance with this Agreement -- shall sign an undertaking in the form attached as Exhibit A to this Agreement certifying:

(i) that the signatory has read, understands, and will abide by the terms of this Agreement;

(ii) that the signatory will not disclose the Protected Information contained therein, to any person not authorized by this Agreement to receive, disclose or use the Protected Information and will not use the Protected Information except as permitted under this Agreement; and

(iii) that the signatory consents to the jurisdiction of the United States District Court for the District of Delaware, for any action to enforce the provisions of such undertaking, and consents to injunctive and legal relief to enforce the terms of this Agreement and the undertakings set forth in this Agreement; and

(d) The undertakings obtained pursuant to this subparagraph shall be binding on any person associated with the signatory, and such signatory shall take appropriate measures to advise all such persons that they are bound by the terms of this Agreement and of their obligations under it concerning the confidentiality and protection of the Protected Information and the proper use and handling thereof.

(e) The undertakings obtained pursuant to this subparagraph shall be deemed work product, and the person who obtains them shall retain them during the course of the Estimation, however, that such undertakings shall be subject to production in any action or proceeding to enforce the terms of this Agreement or to recover for any breach of this Agreement.

4. Protected Information in Depositions and Interviews.

(a) Notwithstanding anything in this Agreement to the contrary, a deponent or interviewee may during the deposition or interview in connection with the Estimation, be shown, and examined about the Protected Information if the provisions of paragraph 3 are complied with.

(b) Persons, including Parties, deponents and interviewees may, within ten (10) calendar days after receiving a transcript or written or recorded recapitulation of a deposition or interview, designate pages (and exhibits thereto) as confidential and subject to this Agreement to the extent they contain Protected Information (as defined above). Such Protected Information may be designated only by marking the portions of the pages that are confidential and inserting on such pages the legend: "CONFIDENTIAL." Until the expiration of the 10-day period during which designations may be made, the entire deposition will be treated as Protected Information subject to this Agreement. If a designation is made, confidential portions and exhibits, if filed, shall be filed under seal pursuant to paragraph 5, separate from the portions and exhibits not so marked and all copies shall be treated as covered by this Agreement. If any depositions or interviews are videotaped, those portions of the videotape corresponding to portions of the deposition transcript or written or recorded recapitulation designated as confidential shall be afforded the same status.

5. Filings Containing or Revealing the Protected Information. Any filing containing or revealing the Protected Information shall be filed separately under seal in an envelope marked with the title (or a general description) of its contents and the legend: "Filed Under Seal Pursuant to Agreement Regarding Confidentiality of Claimant Social Security Information." If filed under seal, the filing shall remain under seal unless otherwise ordered by the Court. In such a case, the Party making the filing may, at its election, file a publicly redacted version of such filing, omitting the part thereof that reveals the detailed contents of the Protected Information.

6. Protected Information at Estimation Hearings. The Protected Information may be offered in evidence at any Court Estimation hearing pursuant to the terms of paragraph 5 or such other procedure as may be ordered by the Court.

7. Client Consultation. Nothing in this Agreement shall prevent or otherwise restrict counsel from rendering advice to their clients and, in the course thereof, relying on counsel's examination of the Protected Information or their examination by experts, consultants, and others assisting counsel in the Estimation; provided, however, that in rendering such advice and otherwise communicating with such client, counsel shall not make any disclosure of the Protected Information so designated except as otherwise provided in paragraph 3.

8. Further Requests for Production. If, at any time, any of the Protected Information in the possession, custody or control of any Party are subpoenaed or requested by any court, administrative agency, legislative body or other person or entity, the person to whom the subpoena or request is directed shall refuse any request or, with respect to a subpoena or court, administrative or legislative order, provide written notice to the Parties as promptly as practicable for the purpose of allowing Parties the opportunity to timely oppose the subpoena or order before responding or disclosing any Protected Information.

9. Miscellaneous. By executing this Agreement, no Party hereto shall be deemed to have waived its right to assert that any particular Document should or should not be accorded confidential treatment. The Parties intend that this Agreement shall be consistent with the Federal Rules of Bankruptcy and Civil Procedure, and that any challenge to it shall be governed by those rules and applicable law in the United States District Court for the District of Delaware.

10. Termination. The provisions of this Agreement shall continue to be binding after final termination of the Estimation. Within ninety (90) calendar days after final conclusion of all aspects of the Estimation, including any appeals, any person who received the Protected Information must certify in writing that the receiving person has destroyed the Protected Information and the portions of all other materials, including copies containing Protected Information. This requirement shall not apply to counsel's copies of pleadings and exhibits filed under seal with the Court nor to counsel's file copies of papers prepared in connection with the Estimation (*e.g.*, pleadings, transcripts, interview or document summaries, internal memoranda, communications with experts and witnesses, court papers, and other papers prepared or served in the Estimation).

11. Responsibility of Attorneys. Counsel for all Parties each acknowledge that they are responsible, severally and not jointly, for employing reasonable measures to control, consistent with this Agreement, duplication of, access to, and distribution of copies of the Protected Information.

12. Additional Parties. Notwithstanding the initial recitation of parties to this Agreement, this Agreement shall be effective as between each of the Parties, individually, when each such Party executes a copy of the Agreement and sends copies of such executed Agreement to each of the other Parties. This Agreement shall not be binding upon any of the named Parties

who do not execute it. The failure of any party to execute this Agreement shall have no impact on the ability of any other Party to gain access to the Sample Claimant discovery, provided such other Party executes the Agreement as provided herein.

13. Severability. To the extent any provision of this Agreement is illegal or otherwise unenforceable, that shall not affect the enforceability of the remaining terms of this Agreement.

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SCOTT D. DEVEREAUX (CA 146050)
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Dated: October ____ , 2005

By: _____

On behalf of Cooley Godward LLP and as Counsel for Plaintiffs USG Corporation, USG Interiors, Inc., USG Interiors International, Inc., L&W Supply Corporation, Beadex Manufacturing, LLC, B-R Pipeline Company, La Mirada Products Co., Inc., USG Industries, Inc., USG Pipeline Company and Stocking Specialists, Inc.

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Dated: October ____ , 2005

By: _____

On behalf of Kaye Scholer LLP and as Counsel
for Dean M. Trafelet, Future Representative

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Telephone: (202) 862-5000

Dated: October ____ , 2005

By: _____

On behalf of Caplin & Drysdale, Chartered and
as Counsel for the Official Committee of
Asbestos Personal Injury Claimants

BILZIN SUMBERG BAENA
PRICE & AXELROD LLP
Scott L. Baena
(Admitted Pro Hac Vice)
William K. Hill
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Dated: October ____ , 2005

By: _____

On behalf of Bilzin Sumberg Baena Price & Axelrod LLP and as Counsel for the Official Committee of Asbestos Property Damage Claimants

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Dated: October ____ , 2005

By: _____

On behalf of Stroock & Stroock & Lavan LLP and as Counsel for the Official Committee of Unsecured Creditors of USG Corporation, et al.

WEIL, GOTSHAL & MANGES LLP
David A. Hickerson
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Telephone: (202) 682-7000
Facsimile: (202) 857-0940

Dated: October _____, 2005

By: _____

On behalf of Weil, Gotshal & Manges LLP and
as Counsel for the Statutory Committee of
Equity Security Holders

IT IS SO ORDERED.

Dated: _____

The Honorable Joy Flowers Conti
United States District Court Judge

EXHIBIT A

ACCESS STATEMENT

As an individual and on behalf of _____, I may be given access to certain confidential or proprietary information of claimants in the Bankruptcy proceeding of *In re USG Corporation, et al.*, No. 01-2094 (Bankr. D. Del. 2001) and *In re USG Corporation, et al.*, Nos. 04-1559 & 1560 (D. Del. 2004).

In connection therewith and in consideration of further performing my duties to _____, I have read the attached confidentiality agreement dated as of October _____, 2005 (the “Confidentiality Agreement”), understand the conditions and obligations of confidentiality, and the other provisions described therein, and hereby accept and agree to be bound by them under the Confidentiality Agreement.

I will not disclose any Protected Information, as defined in the Confidentiality Agreement, to any person not authorized by the Confidentiality Agreement to receive, disclose or use such discovery or Protected Information.

I will not use the Protected Information except as permitted under the Confidentiality Agreement.

I consent to the jurisdiction of the United States Bankruptcy Court for the District of Delaware for any action to enforce the terms of the Confidentiality Agreement and this Access Statement.

ACCEPTED AND AGREED TO:

By: _____

Name: _____

Title: _____

Company: _____

Address: _____

Relationship to Recipient:

(e.g., Employee/Officer/Director, Outside Consultant, Accountant, Attorney, Advisor)

Witnessed by: _____

Name: _____

Title: _____

UNITED STATES DISTRICT COURT
DISTRICT OF DELAWARE

CERTIFICATE OF SERVICE

I hereby certify that on October 14, 2005, I electronically filed the **Stipulated Agreement and Protective Order Regarding Confidentiality of Certain Claimant Information** with the Clerk of Court using CM/ECF which will send notifications of such filing to the following:

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Paul N. Heath
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Daniel Bryan Butz
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I hereby certify that on October 14, 2005, I caused a copy of the **Stipulated Agreement and Protective Order Regarding Confidentiality of Certain Claimant Information** to be served via e-mail upon the attached *Service List*¹ and *Interested Party Service List*.

/s/ Paul N. Heath
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¹ As defined in and in accordance with *Order Establishing Case Management and Scheduling Procedures for All Matters in the Above-Captioned Bankruptcy Cases Which the Reference has been Withdrawn from the United States Bankruptcy Court for the District of Delaware to the United States District Court for the District of Delaware* [Docket No. 8 in Case #04-1560; Docket No. 6 in Case #04-1559 – entered March 23, 2005]

***In re: USG Corporation
General Service List as of October 14, 2005
Via Email***

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**In re: USG Corporation
Case Nos.: 04-1559 & 04-1560 (JFC)
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